



MEMORANDUM
COMMUNITY DEVELOPMENT RESOURCE AGENCY
PLANNING SERVICES DIVISION
County of Placer

TO: Honorable Board of Supervisors **DATE:** December 13, 2022
FROM: David W. Kwong, Community Development Resource Agency Director
BY: Jennifer Byous, Supervising Planner
SUBJECT: Placer Legacy Open Space and Agricultural Conservation Program Update Consulting Services Contract

ACTIONS REQUESTED

1. Approve a Fiscal Year 2022-23 budget amendment #AM-00725 for CC06003 – Planning Services in the amount of \$74,966.
2. Approve a Fiscal Year 2022-23 budget amendment #AM-00715 for CC10023 – Open Space in the amount of \$74,966 and cancel Open Space reserves in the amount of \$74,966.
3. Authorize the Community Development Resource Agency Director or designee to sign a contract with ICF Jones and Stokes Inc. in the amount of \$74,966.00 to update the Placer Legacy Open Space and Agricultural Conservation Program.
4. Determine that the proposed action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378(b).

BACKGROUND

In the County's General Plan, open space is defined to include land that provides vast public benefit such as biological diversity, food production, and recreational use. The County's open space policies and programs were developed as part of the Natural Resources Element of the General Plan. The General Plan further provides direction for the comprehensive and long-range preservation of open space and natural resources, and guides planning for areas that should remain undeveloped and those that are appropriate for development. Government Code 65560 outlines the legal requirements for identifying open space resources. Its definition of open space includes lands or waters that provide value related to recreation, health, habitat, biodiversity, wildlife conservation, aesthetics, economy, climate change mitigation and adaptation, flood risk reduction, managed natural resources production, agricultural production, and protection from hazardous conditions. The 1994 General Plan Policy document provided the foundation for the Placer Legacy Program and following the development of the Placer Legacy Open Space and Agricultural Conservation Program [Implementation Report](#) (June 2000), the Board of Supervisors (Board) directed staff to begin implementation of the Program.

On November 16, 2021, the Board received a presentation and status report on the Placer Legacy Program and directed staff to complete a Strategic Work Program Update with emphasis on future funding options for the Program. The update will recalibrate the Legacy Program focus by updating criteria to rank and score open space property acquisitions. The update will reflect the changes over the past several years based upon key Program successes such as the adoption of the Placer County Conservation Program and other funding trends (e.g., climate adaptation, wildfire). The update will also provide an existing open space inventory, evaluation of an updated property ranking assessment form, identification of funding and priority conservation projects, and identification of critical partnerships and stakeholders.

Honorable Board of Supervisors

December 13, 2022

Placer Legacy Open Space and Agricultural Conservation Program Update Consulting Services
Contract

Page 2

In August 2022, a Request for Proposals (RFP No. 20308) for consulting services to update the Placer Legacy Open Space and Agricultural Conservation Program was released. One proposal was received and reviewed in accordance with the County's public purchasing policy. After evaluating the proposal, staff concluded ICF Jones and Stokes, Inc. would be the firm selected.

ENVIRONMENTAL IMPACT

The proposed action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378(b) since it is a governmental fiscal activity that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT

The total amount of the contract is \$74,966. A budget amendment #AM-00725 to increase appropriations by \$74,966 in the FY 2022-23 budget for CC06003 – Planning Services is included for your consideration and approval. This will be offset by a contribution from Open Space reserves, facilitated by a budget amendment #AM-00715 to increase appropriations in CC10023 – Open Space in the amount of \$74,966, with a corresponding cancellation of reserves. There is no additional impact to the General Fund.

ATTACHMENT

Attachment A: Contract

Exhibit A: Scope of Services

Exhibit B: Payment Terms

**AGREEMENT BETWEEN THE COUNTY OF PLACER
AND ICF JONES & STOKES, INC.**

CONTRACT NO: _____
DEPARTMENT: Community Development Resource Agency
CONTRACTOR: ICF Jones & Stokes, Inc.
DESCRIPTION: Placer Legacy Open Space and Conservation Program Update

This Agreement is entered into between the County of Placer, a political subdivision of the State of California (hereinafter "County") and ICF Jones & Stokes, Inc. (hereinafter "Contractor", collectively "Parties").

Whereas, pursuant to California Government Code section 31000, the County may contract with independent contractors for the furnishing of such services to or for the County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of updating the Placer Legacy Open Space and Agricultural Conservation Program policy document, including an update to the existing Open Space Inventory, the Property Ranking Assessment form and funding options.

Therefore, it is agreed by the parties to this Agreement as follows:

1. Services

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

County's total fiscal obligation under this Agreement shall not exceed \$74,966.00.

In consideration of the services provided by Contractor and in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines the quantity or quality of the work performed is unacceptable. In the event County makes advance payments to Contractor, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of termination or expiration of this Agreement. Contractor is not entitled to payment for work not performed as required by this Agreement. Payment(s) should be send as detailed in Section 15.

3. Term

Subject to the terms and conditions herein, the term of this Agreement shall be from November 1, 2022, to November 1, 2024.

4. Exhibits; Merger Clause; Amendments

This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and
Placer Legacy Update

Page 1 of 18

obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

5. Termination

A. Termination for Convenience. Either Party may terminate this Agreement without cause by providing 30 days advance written notice to the other. The Agreement will terminate at the completion of the 30-day period. County will be entitled to receive services through the termination of the agreement, and Contractor shall be entitled to receive payment for services provided through the termination of the Agreement.

B. Termination for Cause. Either party may terminate this Agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

C. Termination Based on Lack of Funding. County may terminate this Agreement or a portion of the services based upon the unavailability of federal, state, or county funds by providing written notice to Contractor as soon as reasonably possible after County learns of unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees or agents acquire any of the rights, privileges, powers, or advantages of County employees.

Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to bind County to any obligation whatsoever.

7. Hold Harmless & Indemnification

The Consultant hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of Placer County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly

out of this contract or agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the Consultant. Consultant's obligation shall include the duty to defend Placer County as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against Consultant or Placer County or to enlarge in any way the Consultant's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Consultant's performance pursuant to this contract or agreement.

As used above, the term Placer County means the County of Placer, its officers, agents, employees, and volunteers.

8. Assignability and Subcontracting

Unless provided in Exhibit B, Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without advance notice or penalty.

9. Insurance

Contractor shall file with County concurrently herewith an insurance industry standard ACORD form Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-: VII showing.

A. Worker's Compensation and Employer's Liability Insurance

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: All insurance policies and the Certificate of Insurance shall indicate, that should the policy be cancelled before the expiration date thereof, written notice of said cancellation will be delivered in accordance with the policy provisions, which shall not be less than thirty (30) days' notice of cancellation except for non-payment of premium which shall not be less than ten (10) days' notice of cancellation to the County of Placer."

Waiver of Subrogation: The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents, which might arise by reason of payment under such policy in connection with performance under this agreement by the Contractor.

Contractor shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with County upon demand.

B. General Liability Insurance

(i) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

a. Contractual liability insuring the obligations assumed by Contractor in this Agreement.

(ii) One of the following forms is required:

- a. Comprehensive General Liability;
- b. Commercial General Liability (Occurrence); or
- c. Commercial General Liability (Claims Made).

(iii) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- a. One million dollars (\$1,000,000) each occurrence
- b. Two million dollars (\$2,000,000) aggregate

(iv) If Contractor carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:

- a. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- b. One million dollars (\$1,000,000) for Products-Completed Operations
- c. Two million dollars (\$2,000,000) General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

(v) Special Claims Made Policy Form Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

a. The limits of liability shall not be less than:

- i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- ii. One million dollars (\$1,000,000) aggregate for Products Completed Operations
- iii. Two million dollars (\$2,000,000) General Aggregate

b. The insurance coverage provided by Contractor shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

C. Conformity of Coverages

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.

D. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- (i) "The County of Placer, their officers, agents, employees, are to be included as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- (ii) "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self- insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- (iii) All insurance policies and the Certificate of Insurance shall indicate, that should the policy be cancelled before the expiration date thereof, written notice of said cancellation will be delivered in accordance with the policy provisions, which shall not be less than thirty (30) days' notice of cancellation except for non-payment of premium which shall not be less than ten (10) days' notice of cancellation to the County of Placer."

E. Business Automobile Liability Insurance

Business Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. Professional Liability Insurance (Errors & Omissions)

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) per claim.

If Contractor subcontracts in support of the services under this Agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the Contractor shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

G. Additional Insurance Requirements

- (i) Premium Payments: The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment

of any premiums or assessments under any policy issued by a mutual insurance company.

(ii) Policy Deductibles: The Contractor shall be responsible for all deductibles in all of the Contractor's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

(iii) Contractor's Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

(iv) Verification of Coverage: Contractor shall furnish the County with original insurance industry standard ACORD form certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. If requested, copies of insurance policies and/or endorsements will be provided, marked as "Privileged and Confidential" and also under the condition that said policies that are provided and marked "Privileged and Confidential" will not become part of any public record.

(v) Material Breach: Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

10. Compliance with Laws; Nondiscrimination

A. Compliance with Laws. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal or county financial assistance; and the Fair Employment and Housing Act.

B. Nondiscrimination. Contractor shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

C. Reporting. Contractor shall report to County the filing in any court or with any administrative agency of any complaint or allegation of a violation of the provisions included in this Section during the term of the Agreement. Contractor must make the required report in writing within 30 days of such filing with a general description of the circumstances involved and the violation(s) alleged.

D. County Policies. Contractor shall comply with applicable County policies, including but not limited to the “Use of Private Devices and Accounts for County Business and the Public Records Act Policy.”

In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

11. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or subcontractors under this Agreement (collectively, “contract materials”) shall become the property of County and shall be promptly delivered to County. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials.

12. Records; Right to Monitor and Audit

Contractor shall maintain, at all times during the Agreement and for a period of three (3) years following, complete detailed records of the work performed under this Agreement. County and state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all applicable state and federal regulations are met. County and state and federal agencies shall have the right to audit all work, records, and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. County will have the right to review financial and programmatic reports and will notify Contractor of any potential federal and/or state exception(s) discovered during such examination.

13. Confidentiality of Information

All financial, statistical, personal, technical, or other data and information relative to the County’s operations which are designated confidential by the County and made available to the Contractor to carry out services under this Agreement shall be protected by Contractor from unauthorized use and disclosure. Contractor shall notify County of any discovered instances of breaches of confidentiality.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations, and rules. Contractor shall promptly submit any and all requests, from whatever source, for copies of or access to any County confidential information.

Contractor may disclose County confidential information to its employees, agents, and subcontractors who have: (i) a need to know such confidential information in order to perform their duties under this agreement, as determined by an appropriate County official; and (ii) a legal duty to protect the County confidential information, which may arise under this Agreement or other applicable laws.

Contractor will ensure employees and subcontractors adopt and adhere to procedures to safeguard the confidentiality of such information. Contractor shall ensure that any subcontractors or agents receiving confidential information related to this Agreement agree to the same

restrictions and conditions that apply to Contractor with respect to such information. Contractor agrees to hold County harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. Contractor shall be fully liable for the acts or omissions of its employees and subcontractors with respect to County confidential information. Any subcontract to perform services under this Agreement shall contain all provisions of this section.

Neither party shall be liable for the disclosure or use of Confidential Information which: (1) was known by the receiving party at the time of disclosure due to circumstances unrelated to this Agreement; (2) is generally available to the public without breach of this Agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Permission to disclose information on one occasion or at a public hearing held by County shall not authorize the Contractor to further disclose or disseminate such information.

Contractor shall not comment publicly regarding the Agreement or the County's actions on the same. Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement unless prior written consent is obtained from County.

14. Governing Law; Jurisdiction; Venue

This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

15. Notices

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or
- C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of County, to:

Name, Title: Jennifer Byous, Supervising Planner
Address: 3091 County Center Dr.
Auburn, CA 95603
Telephone: 530 745-3008
Email: jbyous@placer.ca.gov

In the case of Contractor, to:

Name, Title: Sally Zeff, Project Manager
Address: 980 9th Street, Suite 1200
Sacramento, CA 95814

Telephone: 1 (916) 231-9543
Email: Sally.Zeff@icf.com

16. Conflicts of Interest

Contractor certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. Contractor attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. Contractor shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Contractor agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

17. Licenses, Permits

Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor and/or its employees to practice its/their profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for County and/or its employees to practice its/their profession at the time the services are performed.

Any agreements to subcontract services under this Agreement will contain this provision.

18. Non-Exclusivity

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not restrict County from acquiring similar, equal, or like goods or services from other sources.

19. Counterparts; Electronic Signature

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

**ICF JONES & STOKES, INC.
("CONTRACTOR")***

E-SIGNED by Hawani Tessema
on 2022-11-18 09:20:31 PST

Signature

Hawani Tessema

Print Name

☐ Chair of the Board, ☐ President, or
☐ Vice President, or ☒ Senior Manager,
Contracts

Date: November 18, 2022

COUNTY OF PLACER ("COUNTY")

David Kwong, Community Development
Resources Agency Director

Date: _____

Signature

Print Name

☐ Secretary, ☐ Asst. Secretary,
☐ Chief Financial Officer, or ☐ Asst. Treasurer

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

EXHIBITS:

Exhibit A: Scope of Services

Exhibit B: Payment Terms

*If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

EXHIBIT A
SCOPE OF WORK

Please see the following page for the scope of work.

Firm Proposed Project Plan

Project Understanding

The Placer Legacy Program is a countywide open space program that implements open space elements of 1994 general plan. Since the program was initiated in 2000, 13,300 acres in open space have been set aside in Placer County in the form of conservation easements, agricultural easements, and flood control easements. The Placer Legacy Program has been instrumental in leveraging local, state, and federal public partnership grants for funding opportunities.

The Placer Legacy Program has established a process for evaluating and prioritizing open space conservation acquisitions based on multiple open space benefits such as recreation, agriculture, cultural resources, scenic resources, and wildlife habitat. The County recently identified a need to recalibrate this prioritization system to take into account changes that have occurred since 2000, including completion of the Placer County Conservation Program (PCCP) and recent funding trends.

In 2020, the PCCP, which is the regulatory component of the Placer Legacy Program, was completed. The PCCP is a multi-component program covering western Placer County, comprised of the Placer County HCP/NCCP, the County Aquatic Resources Program, and an in-lieu fee program to fulfill requirements under the Clean Water Action sections 401 and 404. In addition to conservation of natural communities, the Placer County HCP/NCCP includes an objective for conservation of 8,240 acres of agricultural lands or other open space to achieve a sustainable balance of agriculture and natural community conservation within the landscape. Implementation of the PCCP will result in a reserve system of open space lands in western Placer County for covered species, natural communities, agricultural land, and wetland conservation. The Placer Legacy Program will continue to acquire land as the PCCP is being implemented and may, depending on funding sources and land suitability, contribute toward the PCCP Reserve System. The goals, objectives, and conservation commitments established through the PCCP will play a large role in dictating the prioritization of open space conservation in western Placer County, and as such, the Placer Legacy acquisition prioritization system will need to incorporate criteria that complement and are consistent with PCCP conservation needs.

The Placer Legacy prioritization system needs to rank properties in a way that maximizes funding opportunities that are consistent with the County's open space needs throughout the County. For example, in recent years state programs such as the Climate Adaptations and Resiliency Program and CAL Fire Forest Legacy Program have been put in place and include open space conservation components for climate change adaptation and to protect communities from fire risk. Incorporating prioritization factors related to climate change adaptation and fire risk protection will provide inherent open space benefits to the County as well as maximize opportunities for receiving funding through these programs.

Placer Legacy implements the policies of the adopted Placer County General Plan, especially in the Natural Resources Element. As the County begins to embark on an update of the General Plan, information developed and collected for this project will inform the work to be done to update the General Plan, especially policies related to agriculture, open space, and recreation, including in the required Conservation and Open Space Elements.

Project Approach

The ICF Team's project approach is to combine our knowledge of Placer County and our land use and conservation planning expertise to conduct the following Proposed Tasks. The ICF Team includes CSG, bringing its depth of experience in strategic planning and environmental economics.

Task 1. Work Plan

The ICF Team will coordinate closely with County staff to create a detailed work plan with a timeline and specific outline of tasks with deliverables for the strategic program update. The ICF Team will ensure that the work plan establishes a framework for the development of Placer Legacy updates that consider the multiple needs for conservation of the County's rich diversity of natural resources, maintenance of a viable agricultural segment of the economy, retention of important scenic and historic areas, separation of urban areas into distinct communities, and providing public opportunities for recreation and enjoyment of the County's open spaces.

The ICF Team will detail tasks related to open space prioritization criteria, open space inventory, description of coordinated efforts with other open space programs, and evaluation of competitive funding sources.

Deliverables:

- Draft detailed work plan for the strategic program update, for County staff review.
- Final work plan.

Task 2. Background Information Gathering and Assessment

Building on the work done for both Placer Legacy and the PCCP, the ICF Team will review and assess the existing County open space resources and conduct an initial assessment of Open Space resources throughout the County. This will include

- privately owned properties held under conservation easements by third parties,
- public lands including state and Federally owned properties and open space/park amenities with the incorporated cities;
- properties purchased through the Placer Legacy program; and
- mitigation-driven open space-designated properties.

The ICF Team will conduct a spatial "GAP" analysis using data collected for this task. A GAP analysis identifies gaps in protected areas to help focus prioritization efforts for future conservation action. For example, some important open space or agriculture may not be sufficiently protected, and should be prioritized for protection by Placer Legacy.

The ICF Team will also provide descriptions and identification of coordinated and overlapping efforts with other County Programs that achieve Placer Legacy objectives, to ensure that updates to the open space program are consistent and complementary with ongoing efforts, and identify ways to incorporate these efforts into the overall open space program, such as incorporating plan and program objectives into prioritization criteria. The ICF team has experience accomplishing this task for Regional Conservation Investment Strategies and other regional programs to promote and compliment regional multi-benefit conservation priorities. Programs ICF will evaluate will include but would not be limited to

- Placer County Conservation Program: The regulatory component of the Placer Legacy, providing state and federal regulatory authorizations for development and requiring open space set-asides in western Placer County. ICF has experience integrating HCP/NCCPs with other multi-benefit conservation strategies through their work on six RCISs, including the Yolo RCIS and Mid-Sacramento Valley RCIS in Colusa and Sutter counties.
- Placer County Sustainability Plan: This is a plan for greenhouse gas emission reduction and climate change adaptation in Placer County, which includes an assessment of the vulnerability of various lands to climate change risks which could inform prioritization of open space lands. Climate change adaptation has been a key component of many regional conservation plans and strategies prepared by ICF. By aligning Placer Legacy open space prioritization with the Placer County Sustainability Plan, the County can demonstrate climate change adaptation benefits for the purpose of receiving funding from programs such as the Wildlife Conservation Board's Climate Adaptation & Resiliency Program.
- Forest Biomass Initiatives: The County has teamed with other public and private stakeholders to address risk of catastrophic wildfires, including managing and restoring forested landscapes to create fire-resilient conditions. Lands best suited for these management and restoration activities could potentially inform prioritization of open space in forested portions of Placer County, to increase the Placer Legacy's funding opportunities.
- Flood Control efforts: Flood control projects often provide opportunities for multiple open space benefits in addition to flood protection, including fish and wildlife habitat conservation, recreation, and agriculture. ICF has developed strategies that integrate these multiple benefits. These include the Yolo RCIS and the Mid-Sacramento Valley RCIS. ICF, with Ellen Berryman as project manager, is currently developing a plan that prioritizes open space lands along Cache Creek in Yolo County, taking flood control, recreation, habitat, and other public benefits into consideration.

As indicated in the RFP attachments, this information could be developed as a precursor to the Open Space Element and Conservation Element of a General Plan Update and would be supportive of that future effort. Results of this project could provide background as well as focus for policy updates supporting current needs and direction related to open space in Placer County.

Deliverables:

- Open Space Inventory with background report describing open space programs in the County and how they overlap with Placer Legacy objectives.
- GIS files with inventory

Task 3. Review and Update Ranking Criteria

The ICF Team will review and update the existing ranking criteria to consider emerging issues including wildlife and vegetation management, climate adaptation, biodiversity maintenance, recreation, and drought. We will provide a recommended revised scoping of the priority matrix including analysis of open space resource type by trend, ownership, rarity, protection through other programs, and achievement of multiple objectives. This will be developed further in collaboration with key stakeholders and the Placer Legacy Committee.

The update will reflect changes since the ranking system was first developed, including PCCP adoption and other funding trends (based on evaluation discussed below in Task 4), including funding to address climate change and wildfire mitigation.

The current ranking system applies a “coarse filter” analysis of available GIS data followed by a “fine filter” analysis of site-level information to be applied once specific sites have been identified. The coarse filter analysis is applied to high priority agricultural and biological resources, while recreational, cultural/historic, scenic, urban separator and public safety resources are treated as ancillary resource values to the coarse filter analysis. As part of this task, the ICF Team will coordinate with the County to re-evaluate which resources will be applied to the coarse filter analysis. The ICF Team will create a map based on the coarse filter analysis to display priority resource areas for further evaluation at the site-specific scale. The ICF Team will also re-evaluate the site-specific criteria for open space acquisition for each resource element.

Deliverables:

- Updated prioritization ranking criteria/matrix with excel spreadsheet and written guidance on scoring/ranking process.
- Map of priority conservation areas

Task 4. Funding Evaluation

The ICF Team will complete a review of future funding sources and evaluate competitive funding sources for the Placer Legacy Program. The Open Space Trust Fund was created to support open space conservation in Placer County to promote economic viability and further the natural resource goals of the General Plan. The revenue sources for the Open Space Trust Fund include donations and grants, General Fund allocations contributions from the United Auburn Indian Casino, and State/Federal funding.

In order to accomplish the vision of the Placer Legacy Program, it is critical that the program successfully pursue a diverse set of public and private funding sources. The recent increase in federal and state conservation funding creates an unprecedented opportunity to use a strategic vision to secure public funding, particularly if the Program is able to use private donations and County funding to leverage or cost-share. The federal Land and Water Conservation Fund is now being funded by at least \$900m annually and the Program’s close alignment with federal land management agencies (USFS and BLM) is important to ensure that Placer Legacy Program’s priorities are embraced by federal agencies. The State of California’s embrace of the 30 x 30 Vision has led to an unprecedented investment in funding for land conservation; currently, the state Wildlife Conservation Board has approximately \$800m on hand for land and water conservation in California. The review will highlight opportunities from additional sources such as mitigation, among others. This review will also highlight the critical components of successfully securing private philanthropic funding.

Deliverables:

- Draft funding options considerations report for County review
- Final funding options considerations report.

Proposed Project Plan

Task 5. Public and Stakeholder Outreach

The ICF Team will coordinate public and stakeholder outreach that would include dedicated assistance from County staff in scheduling and coordinating meetings. ICF will participate in opportunities for citizen input and public participation throughout the process. As indicated in the RFP, leadership for the update will come from the Community Development Resource Agency and Planning Division but will also include a multi-disciplinary team from the County Executive Office, Agriculture Department, Department of Parks and Open Space, and Facilities Management.

Task 6. Project Management and Meetings

Subtask 6.1. Project Management

The ICF Team will ensure that work is completed consistent with the project scope, schedule, and budget. Check-in calls with the County will be conducted as needed to provide status updates and discuss any needed modifications to the scope, budget, or schedule. The ICF Team will provide monthly invoices as stipulated in the contract and provide progress reports with each monthly invoice.

Subtask 6.2. Meetings

The project manager will attend up to five virtual (conference call or video) meetings with the County to discuss project status, the workplan, and County review of deliverables. Two hours are allotted per meeting, to accommodate meeting preparation, and completing and distributing notes (10 hours total).

**EXHIBIT B
PAYMENT TERMS**

Cost Proposal Form:

DESCRIPTION	COST
Task 1. Work Plan	\$7,330
Task 2. Background Information Gathering and Assessment	13,489
Task 3. Review and Update Ranking Criteria	14,690
Task 4. Funding Evaluation	25,911.00
Task 5. Public and Stakeholder Outreach	5,416.00
Task 6. Project Management and Meetings	8,130.00
TOTAL COST:	\$ 74,966.00

Please see the following page for rates and a detailed cost breakdown. Contractor reserves the right to reallocate hours between tasks and labor categories as it deems necessary to complete the scope of work in a cost-effective manner within the overall budget ceiling.

Placer Open Space and Agricultural Conservation Update

[illegible]

**ICF JONES & STOKES, INC.
ASSISTANT SECRETARY CERTIFICATE**

The undersigned, Rosemarie Jones, hereby certifies:

I am the duly elected and appointed Assistant Secretary of ICF Jones & Stokes, Inc., a Delaware Corporation (the "Company"), and in that capacity I have access to the company records, minute books and tax records of the Company, and am familiar with the matters therein contained and herein certified.

ICF International, Inc., a Delaware corporation, is the ultimate parent company (the "Parent") to multiple subsidiaries worldwide (the "ICF Companies"), including ICF Jones & Stokes, Inc.

Pursuant to resolutions adopted and approved by the Parent's Board of Directors, such Board expressly granted and delegated defined authorities to one or more senior executives of the Parent, who are empowered to further delegate signature and other operational authority for the ICF Companies.

ROBERT TOTH has been duly elected and appointed Senior Vice President, Contracts and Administration of the Company, has been duly authorized to bind the Company to terms and conditions of bids, proposals, contracts and other actions by the authorized senior management of the Company, has authority to sign any and all documents necessary to complete the aforementioned, and such authorization is presently in full force and effect.

ROBERT TOTH is authorized to delegate authority to authorize other Company officials to bind the Company to terms and conditions of bids, proposals, contracts, and other specific actions with regard to providing services related to the Placer Legacy Open Space and Conservation Program Update ("Matter") for the County of Placer, a political subdivision of the State of California ("Company Client").

ROBERT TOTH has delegated his signature authority and authority to bind the Company regarding the Matter to HAWANI TESSAMA, Sr. Manager, Contracts. This Assistant Secretary Certificate is valid solely with respect to this Matter and this Company Client.

IN WITNESS WHEREOF, I have executed this Assistant Secretary Certificate on this 16th day of November, 2022.

**Rosemarie
Jones**

Digitally signed by
Rosemarie Jones
Date: 2022.11.16 15:57:37
-05'00'

Rosemarie Jones, Assistant Secretary
ICF Jones & Stokes, Inc.

